

CHICAGO AND



TRANSPORTATION COMPANY

BERNARD J. ALLEN  
DIANE KOHLER-RAUSCH  
JOAN A. SCHRAMM  
ASSISTANT SECRETARIES

April 16, 1979

File No.: A-8172

Interstate Commerce Commission  
Washington, D.C. 20423  
Attention: Mr. H. Gordon Homme Jr., Secretary

APR 20 1979  
INTERSTATE COMMERCE COMMISSION

No. 9-1094237

Date APR 18 1979

Fee \$10.00

ICC Washington, D. C.

Gentlemen:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended attached for recordation are Counterpart Nos. 1 to 7, inclusive, of Release and Bill of Sale dated 4/3/79 for equipment under the Security Agreement dated as of 5/9/72 which was assigned Recordation No. 6606.

Enclosed os our check for \$ 10.00 to cover your recording fee. Please return Counterpart Nos. 2 to 4 inclusive showing your recordation data. ( Final Release)

Very truly yours,

Diane Kohler-Rausch  
Assistant Secretary

DKR:jb

Enclosures

cc: G. R. Charles\*

R. D. Smith

F. E. Cunningham, Attn: H. Labno\*

D. E. Stockham, Attn: J. Voldseth\*

R. F. Guenther, Attn: J. James\*

Arthur Anderson & Co.,

Attn: Gary Holdren\*

Peter D. Horne

Vice President

Continental Illinois

National Bank & Trust

Company

RECEIVED  
APR 19 4 26 PM '79  
FEE OPERATION BR.  
I.C.C.

6606-B  
REC-1000-11111

Counterpart No. 2 of 5  
A-8172

APR 20 1979

INTERSTATE COMMERCE COMMISSION  
RELEASE AND BILL OF SALE

WHEREAS, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter referred to as "Railway") has heretofore executed and delivered to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (heretofore referred to as "Bank") that certain Security Agreement dated as of May 9, 1972, (hereinafter referred to as "Agreement") mortgaging certain miscellaneous equipment described on Schedule A attached hereto (hereinafter referred to as "Equipment"), as security for the indebtedness of the Railway; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, the indebtedness secured by said Agreement has been fully paid, discharged and satisfied and the conditions and obligations with respect to the Equipment have been satisfied in full and the Bank has been requested to release the lien of said Agreement;

NOW, THEREFORE, Bank, in consideration of the sum of One Dollar(\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Agreement.

Bank does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Bank.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting in accordance with the terms and conditions of the aforementioned Security Agreement has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Banking Officer, this *3rd* day of *April*, A. D. 1979.

CONTINENTAL ILLINOIS NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By *Robert W. [Signature]*  
Vice President

ATTEST:

*[Signature]*  
Banking Officer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Lileen Hedson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that Peter S. Hartzel and Brenda M. Stephens to me personally known and known to me to be, respectively, a Vice President and a Banking Officer of Continental Illinois National Bank and Trust Company of Chicago and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and a Banking Officer of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 3rd day of April, A. D. 1979.

Lileen Hedson  
Notary Public

MY COMMISSION EXPIRES  
OCTOBER 11, 1984

SCHEDULE A  
OF  
SECURITY AGREEMENT BETWEEN  
CHICAGO AND NORTH WESTERN RAILWAY COMPANY, DEBTOR  
AND  
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, SECURED PARTY  
DATED MAY 9, 1972

RAILBOUND

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Serial Number</u>	<u>Railroad's System Number</u>	<u>Original Final Cost</u>
1	Electromatic Tamper Model EJ-5	374521	17-2261	\$ 83,870.00
1	Electromatic Tamper Model EJ-5	374592	17-2274	83,880.00
1	Jr. Electromatic Tamper Model JRA-JJF without liner equipment	2373222	17-2265	44,629.10
1	Jr. Electromatic Tamper Model JRA-JJF without liner equipment	2373242	17-2266	44,629.10
1	Jr. Electromatic Tamper Model JRA-JJF without liner equipment	2373252	17-2267	44,629.10
1	Jr. Electromatic Tamper Model JRA-JJF without liner equipment	2373262	17-2270	44,629.10
1	Jr. Electromatic Tamper Model JRA-JJF without liner equipment	2373272	17-2271	44,629.10
1	Jr. Electromatic Tamper Model JRA-JJF with liner equipment	2373292	17-2264	48,986.75
1	Jr. Electromatic Tamper Model JRA-JJF with liner equipment	2373282	17-2268	48,986.75
1	Jr. Electromatic Tamper Model JRA-JJF with liner equipment	2373292	17-2269	48,986.75
1	Jr. Electromatic Tamper Model JRA-JJF with liner equipment	2373312	17-2273	48,986.75
TOTAL RAILBOUND				\$586,251.50